

I do not find it necessary to go in detail over the exceptions which the counsel in this case, on each side, have placed upon the record, to much of the evidence which has been offered upon either side ; and I deem it enough to say, that my conclusions upon the whole case, are founded upon proof which I think admissible and competent, and that I have very carefully read and examined it all.

The settlement, which it was the leading object of this bill to vacate, bears date on the 1st of June, 1844. It was signed by a number of shareholders in the Savage Manufacturing Company, and by the complainant, and Mayer and Burnap, his trustees.

The language of the agreement is : that the proprietors of the Savage Manufacturing Company, on the one part, and Amos A. Williams and the trustees of his estate, on the other part, do mutually agree to settle and adjust all claims and demands between them, on the following terms, to wit : It then provides for a release of him and his estate from all claims and demands of every kind, owing by him or his estate to the company, who engages to pay a debt due from him to Richard H. Waters ; and the said complainant and his trustees, besides other stipulations on their part, agree to assign and transfer unto the Savage Manufacturing Company, by a transfer on their books, bearing even date with these presents, stock in said company representing \$9,632 32, and in consideration of the premises, the parties agree that all accounts between them, from the beginning of the world unto this day, be deemed finally settled, and all claims and demands mutually released and discharged.

This agreement, though dated on the 1st of June, 1844, is said not to have been consummated by the signatures of the requisite number of shareholders, until the 20th of July following, on which day Amos A. Williams, and Burnap and Mayer, in their capacity of trustees, under the conventional deed of the complainant, and as his permanent trustees in insolvency, transferred to the defendant, conformably with the preceding agreement, on the books of the company, shares and an interest rep-